

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: Engineering

Bulk Item: Yes X No

Department: Facilities Development 

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a First Amendment to Agreement with Currie, Sowards, Aguila, Architects, for Architectural Consultant Services at the Freeman Justice Center construction site in Key West.

ITEM BACKGROUND: Our contract with Currie, Sowards, Aguila, Architects includes an hourly rate schedule for compensation for their professional services. This First Amendment adds a 2nd level CADD Technician to the rate schedule at an hourly rate of \$60.00.

PREVIOUS RELEVANT BOCC ACTION: On December 21, 2005, the BOCC approved a contract with Currie, Sowards, Auila, Architects, as the new Architects to complete the construction of the Freeman Justice Building.

CONTRACT/AGREEMENT CHANGES: To include a CADD Technician Level II at a rate of \$60.00 to the hourly rate schedule listed in Article 4, paragraph 15 of the original contract dated December 21, 2005. The Not to Exceed amount of \$25,000.00 remains the same.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes X No

COST TO COUNTY: N/A

SOURCE OF FUNDS: Bond Proceeds

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


David Koppel, P.E.

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Currie,Sowards,Aguila Contract #
Effective Date: 10/13/05
Expiration Date:

Contract Purpose/Description:

To include a CADD Technician Level II to the hourly rates for professional services at \$60.00 per hour.

Contract Manager:	<u>Ann Riger</u>	<u>4439</u>	<u>Facilities Develop/Stop #1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 02/15/06 Agenda Deadline: 01/31/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ N/A Current Year Portion: \$ N/A

Budgeted? Yes ☒ No ☐ Account Codes: 307-24003-560620-530310-CE0601

Grant: \$ N/A

County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	2-2-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	David Koppel	2-2-06
Risk Management	1-26-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Smith	1-26-06
EU O.M.B./Purchasing	1/31/06	Yes <input type="checkbox"/> No <input type="checkbox"/>	Shirley Appella	1/31/2006
County Attorney	1-26-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Shirley Appella	1-30-06

Comments: _____

FIRST AMENDMENT TO
AGREEMENT BETWEEN OWNER AND ARCHITECT CONSULTANT

THIS FIRST AMENDMENT (herein after "AMENDMENT") to the AGREEMENT BETWEEN OWNER AND ARCHITECT CONSULTANT ("AGREEMENT") for the Freeman Justice Building entered into between MONROE COUNTY ("OWNER") and CURRIE SOWARDS AGUILA ARCHITECTS ("ARCHITECTS") is made and entered into this 15th day of February, 2006, in order to amend the AGREEMENT, as follows:

WITNESSETH

WHEREAS, on the 21st day of December, 2005, the parties entered into the AGREEMENT for architectural services on the Freeman Justice Center: and

WHEREAS, ARCHITECT has advised of the necessity of having two levels of CAD technicians and therefore two hourly wages appropriate to the two levels of the CAD technicians; and

WHEREAS, the new level of CAD technician will have an hourly wage less than the level already authorized under the AGREEMENT; and

WHEREAS, COUNTY has authorized the amendment to provide for two levels of CAD technicians and the hourly pay levels for the CAD technicians; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. ARTICLE 4, paragraph 15 shall be amended to read as follows:

ARTICLE 4
Payments to the Architect

15. **Hourly Rate.** The ARCHITECT shall be compensated for services performed at the following standard hourly rates not to exceed the amount of TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00). Hourly rates are listed as follows:

Principal Architect, Robert G. Currie	\$175.00
Project Architect, Hank Goldman	\$150.00
Mechanical Engineer	\$175.00
Structural Engineer	\$150.00
Landscape Architect	\$150.00
Interior Designer	\$150.00
Project Manager	\$125.00
CADD Technician Level I	\$80.00
CADD Technician Level II	\$60.00
Support Staff	\$45.00

2. The remaining terms of the AGREEMENT, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date stated above.

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Witness

Witness

BOARD OF COUNTY
COMMISSIONERS OF MONROE
COUNTY, FLORIDA

By: _____
Mayor/Chairman

Attest:

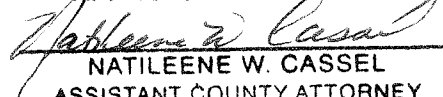
By: _____

Title: _____

CONTRACTOR

by: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 1-23-06

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/27/06
PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Robert G. Currie Partnership, Inc. d/b/a Currie Sowards Aguila Architects 134 N.E. 1st Avenue Delray Beach, FL 33444	INSURER A: United States Fidelity & Guaranty INSURER B: St Paul Fire & Marine INSURER C: XL Specialty Ins Co INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK01938396	08/17/05	08/17/06	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK01938396	08/17/05	08/17/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BW02172495	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	OTHER Professional Liability	DPR9412364	08/24/05	08/24/06	\$1,000,000 per claim \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Professional Liability is claims made and reported.

RE: Freeman Justice Center

Certificate Holder is an additional insured with respect to general liability and auto liability.

CERTIFICATE HOLDER Monroe County BOCC 1100 Simonton St. Room 2-213 Key West, FL 33040	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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